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**Contract Database Metadata Elements**

**Title: Irvington Union Free School District and Irvington Clerical Unit, Civil Service Employees Association, Inc. (CSEA), Local 1000, AFSCME, AFL-CIO, Westchester County Local 860 (1999) (MOA)**

**Employer Name: Irvington Union Free School District**

**Union: Irvington Clerical Unit, Civil Service Employees Association, Inc. (CSEA), AFSCME, AFL-CIO**

**Local: 1000, Westchester County Local 860**

**Effective Date: 07/01/99**

**Expiration Date: 06/30/03**

**Number of Pages: 8 (MOA – 8)**

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**5345\_06302003**Irvington Ufsd And Csea Local 860  
(Irvington Clerical Unit)**FINAL 11/6/00**
$$\frac{296}{9210}$$
$$\frac{SD}{WC}$$
**MEMORANDUM OF UNDERSTANDING****BETWEEN****CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.  
LOCAL 1000, AFSCME, AFL-CIO  
IRVINGTON CLERICAL UNIT****AND****THE BOARD OF EDUCATION OF THE IRVINGTON SCHOOL DISTRICT**

This memorandum sets forth the agreement reached by the duly designated negotiating agents of the CSEA and Board of Education in collective bargaining for a successor to the existing collective bargaining agreement between the parties. The undersigned will recommend the approval of the terms set forth herein, but it is understood and agreed that the terms of this Memorandum shall not be effective until and when ratified by the general membership of the CSEA and the Board of Education of the School District.

It is agreed:

**1. Duration**

The Agreement shall be effective July 1, 1999 except as otherwise provided herein and shall continue in effect to June 30, 2003.

**RECEIVED****MAY 10 2001****NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

2. **Article III - Salary Schedule**

- A. Effective July 1, 1999, there shall be a 3.25% salary increase on the salary schedule as of June 30, 1999.
- B. Effective July 1, 2000, there shall be a 3.25% salary increase on the salary schedule as of June 30, 2000.
- C. Effective July 1, 2001, there shall be a 3.50% salary increase on the salary schedule as of June 30, 2001.
- D. Effective July 1, 2002, there shall be a 3.50% salary increase on the salary schedule as of June 30, 2002.

3. **Article XVI - D - Health Insurance**

- A. The Board shall make available the Southern Westchester School Cooperative Health Plan to full-time employees and their dependents. Employees will be responsible for a portion of the premium costs as set forth by Section B below.

**B. Health Insurance Contribution**

Employees with family coverage shall contribute toward annual health insurance premiums as follows:

Effective July 1, 1999	\$275.00
Effective July 1, 2000	\$300.00
Effective July 1, 2001	\$350.00
Effective July 1, 2002	\$400.00

Employees with individual coverage shall contribute toward annual health insurance premiums as follows:

Effective July 1, 1999	\$100.00
Effective July 1, 2000	\$150.00
Effective July 1, 2001	\$200.00
Effective July 1, 2002	\$225.00

Contributions to the cost of premiums will be made bi-weekly payroll deductions.

C. The Board, at its option, may change carriers and select one or more insurance companies to provide health insurance coverage. The substitute carrier shall provide a substantially similar overall benefit package to that provided by SWSCHP. However, the Board may change co-pays and deductibles moderately for cost savings. The Board will provide four (4) month's notice of any change in carrier to provide opportunity for discussion by the parties. If the Irvington Clerical Unit feels the changes are other than moderate in nature, it may submit the matter to expedited arbitration.

D. For part-time employees who elect to participate, the Board will pay a prorated portion of the premium paid by the Board, prorated according to their part-time

employment, and the employee must pay the remaining amount or the contribution applicable to full-time employees whichever is higher.

**E. Dental and Optical Insurance**

Effective July 1, 1999, the Board shall contribute \$675.00 per full time employee toward the Irvington Employee Benefit Fund.

Effective July 1, 2000, the Board shall contribute \$725.00 per full-time employee toward the Irvington Employee Benefit Fund.

Effective July 1, 2001, the Board shall contribute \$775.00 per full-time employee toward the Irvington Employee Benefit Fund.

Effective July 1, 2002, the Board shall contribute \$800.00 per full-time employee toward the Irvington Employee Benefit Fund.

**4. Article XVI - K - Page 11 - Delete and replace with:**

"Full-time employees who are currently receiving family health insurance from the district and new full-time employees when first eligible for family health insurance and who opt out of the district's health insurance program for at least one year shall receive a cash payment of \$3,500.00 or 50% of premium, whichever is greater for the year they opt out of the health insurance program."

5. **New Article:**

**"MANAGEMENT OF THE SCHOOL DISTRICT**

A. The Union agrees that the management of the school district and the direction of the working forces in their normal duties shall be the sole discretion and is the sole responsibility of the Board, and agrees that all management rights (except as specifically limited by any of the provisions of this Agreement) are reserved to the Board, including among others, the right to hire new employees in accordance with the Civil Service Law, to promote, transfer, to discipline for just cause, or suspend for just cause, or discharge for just cause consistent with Civil Service Law, to assign work, to schedule employees' scheduled work week or the working hours thereof, to lay off employees consistent with Civil Service Law. The Union further agrees that the enumerated management rights and powers shall not be deemed to exclude other management rights and powers not specifically enumerated herein."

6. **Article XVIII - Revise to read:**

"All conditions of employment which have been in practice and are open and notorious within the District shall be maintained for the life of this contract except as provided by the express terms and conditions of this contract."

7. **Article XII A.4 - Add to existing language:**

"This shall not supersede any rights the Board may have under Civil Service Law including Civil Service Law §72."

8. **Article XV - Employee Protection - Delete and replace with:**

"Upon the completion of a probationary period of six (6) months, which may be extended to one (1) year at the district's discretion

upon two (2) weeks notification to the employee, all non-competitive and labor class employees shall be afforded the same rights as competitive employees under Section 75 of the Civil Service Law as it relates to removal and/or suspension. During such probationary period, the employment of the probationary employee may be terminated by the Board in accordance with law."

9. The parties agree to clean up and clarify existing language where appropriate.

10. **Article XV - Employee Protection:**

"If a part-time employee accepts a new full-time position and has three years District service at the time he/she accepts the full-time position and is later laid off, the employee will be entitled to a part-time position based upon seniority in the District. Notwithstanding the above, no employee's seniority rights under Civil Service Law shall be adversely affected."

11. **Article IX**

Effective July 1, 2000, a yearly payment of \$10,000.00 will be divided, as determined by the District in consultation with the CSEA, among the employees who call for substitute teachers. For the Dows Lane, Middle and High School, the District will consider the size of the staff and projected number of calls among other factors in making the allocation.

12. **Article X - new section:**

"(G) Computer aides are hereby incorporated into the recognition clause."

13. **Article XVI (I) - Board Obligations - add new paragraph:**

"During the summer months, all postings of vacancies or job openings will be mailed to the Union President."

14. **Salary Schedule:**

Change "Secretary to High School Principal" to Secretary to Principal".

15. **Article XVI(J) - Out of Title:**

"After the equivalent of five (5) days in the elementary school or twenty-five (25) periods at the Middle School or High School, any employee substituting for the regular teacher due to the absence of the teacher will be paid, in addition to his/her normal pay, one-half of the entry level daily itinerant substitute teacher pay pro-rata."

16. **Article XII(B)2 - Death In Family:**

Add brother-in-law and sister-in-law to description of the immediate family.

DATED: \_\_\_\_\_, 2000

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\_\_\_\_\_  
FOR THE C.S.E.A.

\_\_\_\_\_  
\_\_\_\_\_  
FOR THE DISTRICT





CIVIL SERVICE EMPLOYEES ASSOCIATION, INC. Local 1000 AFSCME, AFL-CIO

August 9, 2000

Donald Marra, Assist. Superintendent  
Irvington School District  
40 N. Broadway  
Irvington, NY 10533

Dear Mr. Marra:

This letter is to confirm our understanding that while we have agreed to a new management rights clause in the latest contract, one provision needs clarification regarding transfers. As we discussed, this language refers to transfers within the geographic boundaries of the Irvington School District.

Should the School District desire to move an employee to an Irvington School assignment which is outside the geographic boundaries of the District, this shall be accomplished by first offering such position to the employee currently providing the specific work to be moved. Should this not be desirable to that employee, there shall be no negative impact upon such employee, as seniority shall determine who shall be assigned outside the School District. Should no senior employee desire to be assigned outside the School District, then the least senior employee shall be assigned this duty.

This is the Union's understanding of how this particular type of transfer works. If I am in error, please contact me at 845 831-1000, extension 632. Thank you for your cooperation regarding this matter.

Yours truly,

Doug Morrison  
Labor Relations Specialist

DM:cj

cc: Anita O'Connor, Unit President